

### **III. Remarks**

Claims 1-2, 4-12, 14, 16-23 and 25-31 are pending. By this Amendment, claims 1, 2, 4-7, 10-12, 14, 16, 18-22, and 25-30 have been amended, claims 3, 13, 15 and 24 have been canceled, and new claim 31 has been added. No new matter is believed added. Reconsideration and allowance are requested in view of the above amendments and the following remarks.

In the Office Action, claims 1-6, 9-15, 18-20 and 23-28 are rejected under 35 U.S.C. 102(b) as allegedly being anticipated by Barnes et al. In addition, claims 7-8, 16-17, 21-22 and 29-30 are rejected under 35 U.S.C. 103(a) as being allegedly unpatentable over Barnes et al. in view of Burks et al.

With respect to the rejection under 35 U.S.C. 102(b), Applicants respectfully submit that Barnes et al. fails to teach each and every feature of the claimed invention. Applicants further respectfully submit that the rejection under 35 U.S.C. 103(a) is defective. Specifically, to establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure. *In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991). See MPEP § 2143

Applicants first respectfully submit that Barnes et al. and Burks et al., taken alone or in combination, fail to teach each and every feature of the claimed invention. For example, the claimed invention resides between trading partners and, among other things, translates the

transaction elements between the proprietary schemas of the trading partners and a universal schema. Thus, upon receiving a transaction event from a first trading partner, the claimed invention will translate the transaction event from the proprietary schema of the first trading partner into a universal schema and then into a proprietary schema of a second trading partner to which the transaction event is to be routed. In sharp contrast, the purchaser and supplier Barnes et al. are placed in direct communication (see Figs. 1-3 and corresponding description of Barnes et al.). As such, no intervening translation between proprietary schemas and a universal schema occurs. Rather, with the configuration of Barnes et al., the purchaser and supplier must be capable of communicating in, or at least comprehending, each others schemas.

In addition, under the claimed invention, translation of a transaction event involves translating both the data format and application format thereof. Specifically, as described on page 12 of the application, not only might trading partners communicate with different data formats (e.g., Chevrolet Blazer 1999 vs. Blazer Chevy 99), but they also might communicate with different application formats (e.g., MS Word vs. Corel WordPerfect). The claimed invention takes both data format and application format into account when translating between schemas. Such a feature is neither taught nor suggested by either Barnes et al. or Burks et al. For example, Barnes et al. makes no reference to translation at all, while Burks et al. fails to provide any type of application format translation.

Still yet, neither reference provides a transaction management system that allows for a status of a transaction event to be tracked. For example, as described on page 17 of the application, a trading partner can access the system and determine the precise status of their transaction event. Such a feature is not shown in either Barnes et al. or Burks et al. Yet another feature of the present invention not shown or suggested by the cited art is a partner directory

system that maintains a directory of trading partners. Specifically, the partner directory identifies trading partners and their corresponding locations, transaction element schemas, communication protocols. This feature makes the translation and routing of transaction elements under the present invention highly accurate and efficient. Once again, neither Barnes et al. nor Burks et al. makes any reference to such a feature.

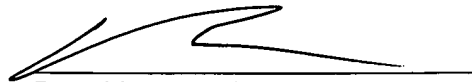
Even if, *arguendo*, the Office believes that the cited art does teach each and every feature of the claimed invention, Applicants submit that the combination of Barnes et al. with Burks et al. is improper. Specifically, Applicants first submit that Burks et al. teaches away from Barnes et al. For example, as discussed on column 6, lines 9-12 of Barnes et al., the system of Barnes et al. “is intended to reduce costs by allowing authorized end users to directly interact with suppliers, rather than through centralized purchasing agents” (emphasis added). Such an intention is in direct contradiction not only to the teachings of Burks et al, but to the claimed invention as well. As such there would be no motivation for combining the teachings of Burks et al. with Barnes et al.

Applicants further submit that the cited references are not only non-analogous to the claimed invention, but to each other as well. For example, the claimed invention addresses the various problems that currently exist within the automotive industry. Barnes et al. makes no reference to this fact. Moreover, Burks et al. is specifically tailored to address issues within the medical industry. As such, Applicants respectfully submit that the combination of Barnes et al. with Burks et al. to reject the claimed invention is improper.

In view of the above, Applicants respectfully request that the above-referenced rejection be withdrawn and the application be allowed. If, however, the Examiner believes that anything further is necessary to place the application in condition for allowance, the Examiner is requested to contact Applicant's undersigned attorney at the telephone number listed below.

Respectfully submitted,

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